



**BHAGYANAGAR GAS LIMITED**  
**(A JOINT VENTURE OF HPCL & GAIL)**

**BID DOCUMENT FOR**

**Tender for Group Medical Insurance Coverage - Family  
Floater Policy for BGL Employees & Dependents at  
Hyderabad, Vijayawada & Kakinada Locations.**

**UNDER OPEN DOMESTIC  
COMPETITIVE BIDDING**

**Bid Document No.: BGL/611/2024-25**

**VOLUME-I of II**



**Tender for Group Medical Insurance coverage -  
Family Floater Policy for BGL Employees &  
Dependents at Hyderabad, Vijayawada and  
Kakinada.**

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**Bid Document No. BGL/611/2024-25**

**REQUEST FOR QUOTATION (RFQ)**

**BID DOCUMENT NO.: BGL/611/2024-25**

**Date: 24.04.2024**

To,

**CLIENT : Bhagyanagar Gas Limited**

**Item : Hiring of Group Medical Insurance  
Family Floater Policy for BGL  
Employees & Dependents at Hyderabad,  
Vijayawada and Kakinada.**

**Date & venue of Pre-Bid meeting : 29.04.2024 at 1400 hrs @ Through  
Online mode.**

**Pre-Bid Meeting Link : [https://bhagyanagargaslimited-  
504.my.webex.com/bhagyanagargaslimited-  
504.my/j.php?MTID=m67aac3949425e55dbb073874a  
c12d70f](https://bhagyanagargaslimited-504.my.webex.com/bhagyanagargaslimited-504.my/j.php?MTID=m67aac3949425e55dbb073874ac12d70f)**


**Due Date & Time of submission of bid : 04.05.2024 at 1400 hrs. (IST)**

**Date & Time of Un price Bid opening : 04.05.2024 at 1500 hrs. (IST)**

**Address : Bhagyanagar Gas Limited  
2<sup>nd</sup> Floor, APIDC Building  
Parishram Bhavan, Basheer Bagh,  
Hyderabad-500 004  
Ph No.: 040-23236983  
Fax No.: 040-23245081  
E-mail: [pradeep.yadav@bglgas.com](mailto:pradeep.yadav@bglgas.com)**

**Contact Person : Pradeep Kumar Yadav, Manager (C&P)**

**Validity of Offer : Minimum 3 months from the due date of  
submission of offer.**

 <p>BHAGYANAGAR GAS LIMITED</p>	<p><b>Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees &amp; Dependents at Hyderabad, Vijayawada and Kakinada.</b></p> <p><b>Bid Document No. BGL/611/2024-25</b></p>	<p>VOLUME I of II</p>
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**BID SECURITY DETAILS**

- a) Bid Security Amount : **Rs. 70,689 /- (Rupees Seventy Thousand Six Hundred and Eighty Nine only).**
- b) Validity : Minimum 5 months For Bank Guarantee or 3 Months for DD from the due date of submission of offer.
- c) Mode : Either in form of Account payee Demand Draft in favor of ‘Bhagyanagar Gas Limited, payable at Hyderabad, Telangana state of India.  
Or  
In the form of Bank Guarantee as detailed in tender document.  
Or  
Through Online mode to BGL account

Note: Corrigenda, Addenda, Clarifications etc. if any to the above will be hosted in E-wizard Portal/BGL website. Bidders should regularly visit the website to keep themselves updated.

- Note: 1) Corrigenda, Addenda etc. if any to the above will be hosted in above mentioned website(s)/ portal. Bidders should regularly visit the website to keep themselves updated.  
2) Bidders are advised to complete the registration with e-tender portal (<https://petroleum.euniwizarde.com/>) at least two working days prior to bid submission date.  
3) In case of the days specified above happens to be a holiday in BGL, the next working day shall be implied.




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**Gentlemen,**

- 1.0 Bhagyanagar Gas Limited (BGL) is a joint venture of M/s Hindustan Petroleum Corporation Limited (HPCL) and GAIL (India) Limited operating CNG & City Gas Distribution in the states of Telangana and Andhra Pradesh.
- 2.0 E-tender under Two-Bid System are invited for Tender for Group Medical Insurance coverage -Family Floater Policy for BGL Employees & Dependents at Hyderabad, Vijayawada and Kakinada.  
Bidders are advised to complete the registration with e-tender portal (<https://petroleum.euniwizarde.com/>) for the participation in e-tendering.
- 3.0 **EVALUATION BASIS**  
Bidders must quote for all the items of 'Schedule of Rates' of this tender. Please note that Owner intends to evaluate on estimated quantity basis and finalize the tender on the basis of overall minimum cost to BGL on no deviation basis.
- 4.0 i) Bid Document calls for offers on single point "Prime Bidder" Responsibility basis. Bidders are therefore advised not to submit offers in "Consortium" or "Joint Bid". Joint bid referred herein is an offer, which seeks order to be placed on more than one party/co-bidder. ii) Order will be placed on the "Prime Bidder" alone who will be responsible for all contractual purposes. The status of all other vendors as may be referred/identified by the Prime Bidder in the offer, shall be that of sub-vendor/sub-supplier.  
The prices once quoted by the bidder shall not be allowed for any subsequent price revision/adjustments at his own. As such, bidders are advised to ensure that their offer is on single bidder responsibility basis is complete as per scope of work/supply as specified in Bid Document.
- 5.0 The following documents in addition to uploading in the e-bid on BGL e-tendering portal, shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded along with the ebid within the Due Date & Time of Bid Submission:
  - i) EMD/Bid Security (if applicable) / undertaking letter  
[Note: Submission of original is not applicable for online banking transaction]
  - ii) Power of Attorney
- 6.0 Bidder must furnish turnover details for the last three financial years along with their bid. It may please be noted that in case performance is not satisfactory, the offer is liable to be rejected.
- 7.0 Bidder shall ensure that Bid Security having a validity of 5 months from the bid due date, must accompany the offer.

 <p>BHAGYANAGAR GAS LIMITED</p>	<p><b>Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees &amp; Dependents at Hyderabad, Vijayawada and Kakinada.</b></p> <p><b>Bid Document No. BGL/611/2024-25</b></p>	<p>VOLUME I of II</p>
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- 8.0 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax/Telex/Telegraphic/ E-Mail/Physical bids shall be rejected. Only bid submitted through e-wizard portal - <https://petroleum.euniwizarde.com/> will be accepted.
- 9.0 Bhagyanagar Gas Limited (BGL) reserves the right to reject any or all the bids received, at its discretion without assigning any reason, whatsoever..
- 10.0 This Request for Quotation (RFQ) is an integral and inseparable part of the enclosed Bid Document
- 11.0 The bid opening of the un priced part and price part shall be in the presence of representative of bidder who may like to be present in the bid opening and who bring duly authorized letter of authority in the format, enclosed at section – 5 (i). However date of opening of price part will be intimated to the bidder later on with a notice period of 2 days.
- 12.0 Bidder to confirm separately that they have not been banned from submitting offer by any Govt. / Public Sector Undertaking of India.
- 13.0 **BIDDER IS ADVISED TO QUOTE STRICTLY AS PER TERMS AND CONDITIONS OF TENDER DOCUMENT AND NOT TO STIPULATE ANY DEVIATION/ EXCEPTIONS. BIDDER MAY NOTE THAT TECHNICAL OR COMMERCIAL CLARIFICATIONS NORMALLY WILL NOT BE SOUGHT FOR AFTER THE RECEIPT OF THE BIDS. BIDDERS ARE ADVISED IN THEIR OWN INTEREST TO ADHERE TO ALL THE TECHNICAL AND COMMERCIAL CONDITIONS AS PER BID DOCUMENT. HOWEVER, BGL RESERVES THE RIGHT TO ACCEPT ANY DEVIATION WITH APPROPRIATE COMMERCIAL LOADING IN THE BEST INTEREST OF THE PROJECT.**
- 14.0 PLEASE ACKNOWLEDGE THE RECEIPT OF THE BID DOCUMENT AND CONFIRM YOUR INTENTION TO QUOTE OR NOT IMMEDIATELY. IN CASE YOUR ARE NOT INTENDING TO QUOTE THEN PLEASE GIVE REASONS AND ALSO PLEASE RETURN THE TENDER DOCUMENT TO US.
- 15.0 Bidder, if so desired, may seek clarification on the tender document. Any request to this effect should positively reach before 7 days of due date of submission of bid on the following address:-

Pradeep Kumar Yadav Manager (C&P)  
Bhagyanagar Gas Limited  
2nd Floor, TSIDC Building  
Parishram Bhavan,

 BHAGYANAGAR GAS LIMITED	<b>Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees &amp; Dependents at Hyderabad, Vijayawada and Kakinada.</b>  <b>Bid Document No. BGL/611/2024-25</b>	VOLUME I of II
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Basheer Bagh, Hyderabad  
Ph No.: 040- 2323 6983  
Fax. No.: 040- 2324 5081  
Email: Pradeep.yadav@bglgas.com

In the event such written notice is not received at the aforementioned office within Seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

BGL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding document.

Please specify Bid Document Number in all your correspondence.

THIS IS NOT AN ORDER

Yours faithfully,  
FOR AND ON BEHALF OF  
Bhagyanagar Gas Limited

(Pradeep Kumar Yadav)  
Manager(C & P)

Enclosure: Bid Document

**ALL THE SUPPORTING DOCUMENTS REQUIRED AS PER TENDER ENQUIRY ARE TO BE FILED PROPERLY. NO LOOSE PAPERS OR ATTACHMENTS ARE ALLOWED OR ENTERTAINED**

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Bhagyanagar Gas Ltd.  
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**Bid Document No. BGL/611/2024-25**

**SECTION – 1**

**BIDDERS ELIGIBILITY CRITERIA**



 BHAGYANAGAR GAS LIMITED	<b>Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees &amp; Dependents at Hyderabad, Vijayawada and Kakinada.</b>  <b>Bid Document No. BGL/611/2024-25</b>	VOLUME I of II
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**BEC (BIDDERS' ELIGIBILITY CRITERIA)**

**1. Technical Criteria:**

i) The Bidder must be an Insurance Company registered with Insurance Regulatory and Development Authority of India (IRDA).

ii) Bidder/Insurance Company should have completed minimum one Health Insurance/ Medi-claim Policy from any Government/State Government /PSU/ Private Sector Organization for a minimum value of Rs.5.30 Lakhs in the last 7 years (to be reckoned from the bid closing date).

In support of the claim of meeting this criterion, following documents to be submitted/uploaded by bidder along with bid for qualification of technical Criteria duly certified/attested by Notary Public with legible stamp.

- i) Copy of valid Registration Certificate issued by the IRDA along with their bid.
- ii) The bidder shall furnish documentary evidence by way of copies of Policy issued by client(s) to establish technical criteria.

2. Financial Criteria: Not Applicable

**EVALUATION:**

Evaluation and award shall be done overall least cost basis to BGL.

- 1) The bids shall be evaluated based on premium quoted by the bidder with discount offered in the SOR. Bid quoted with lowest net premium shall be considered for award of the policy.
- 2) If more than one bidder quotes the same rate and happens to be L-1, then the Insurance company who has the oldest registration with IRDA will be given preference for award.
- 3) The offers of Insurance Companies debarred/blacklisted by IRDA are liable to be rejected.
- 4) For evaluation GST shall be considered @18% However, payment to the company shall be made as per actual.

**Note: Bidder not conforming to the above BEC criteria need not apply.**




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CUT OUT SLIPS**

 <b>BHAGYANAGAR GAS LIMITED</b>	<b>Tender for Group Medical Insurance coverage -  Family Floater Policy for BGL Employees &amp;  Dependents at Hyderabad, Vijayawada and  Kakinada.</b>  <b>Bid Document No. BGL/611/2024-25</b>	VOLUME I of II
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(To be pasted on the envelope containing EMD / Bid Security–undertaking letter & Power of Attorney)

<b>CLIENT</b>	<b>:</b>	<b>BHAGYANAGAR GAS LIMITED</b>
<b>BID DOCUMENT NO</b>	<b>:</b>	<b>BGL/611/2024-25</b>
<b>ITEM</b>	<b>:</b>	<b>Hiring of Group Medical Insurance Family Floater Policy for BGL Employees &amp; Dependents at Hyderabad, Vijayawada and Kakinada.</b>
<b>DUE DATE &amp; TIME</b>	<b>:</b>	<b>04.05.2024 at 1400 HRS (IST)</b>
<b>TO</b>		
<b>M/s Bhagyanagar Gas Limited  2<sup>nd</sup> Floor, TSIDC Building  Parishram Bhavan,  Basheer Bagh, Hyderabad,  Andhra Pradesh - 500004</b>		
<b>Ph No.: +91-040- 23236983  Fax No.: +91-040- 23245081</b>		
<b>Kind Attn: Pradeep Kumar Yadav Manager (C&amp;P)</b>		
<b>NAME:</b>		
<b>ADDRESS</b>		



Bhagyanagar Gas Ltd.

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**INSTRUCTION TO BIDDERS**

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**INSTRUCTIONS TO BIDDERS [ITB]**

**[A] – GENERAL**

**1 SCOPE OF BID**

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/BGL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

**2 ELIGIBLE BIDDERS**

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by BGL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BGL or the Ministry of Petroleum and Natural Gas. If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BGL by the bidder.

It shall be the sole responsibility of the bidder to inform BGL in case the bidder is put on 'Holiday' by BGL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BGL by the bidder.

It shall be the sole responsibility of the bidder to inform BGL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

1.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 Power of Attorney:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO /Chairman MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.



**3** **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"** (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS)) - **NOT APPLICABLE.**

**4** **ONE BID PER BIDDER**

4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 Alternative Bids shall not be considered.

**5** **COST OF BIDDING & TENDER FEE**

**5.1** **COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

**5.2** **TENDER FEE: Not applicable**

5.2.1 Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Bank Drafts/Banker's Cheque [in favor of **Bhagyanagar Gas Limited** payable at Hyderabad]. The Tender Fee is to be submitted as per Clause No. 2.0 (F) & 4.0 of IFB . A Bid without requisite Tender Fee will be ignored straightaway.

5.3 SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE- 2012 and Clause 40 of ITB . The Government Departments/PSUs are also exempted from the payment of tender fee.

5.4 In the event of a particular tender being cancelled, the tender fee (excluding GST thereupon, if any) will be refunded to the concerned bidders without any interest charges. No plea on interest charges in this regard shall be entertained by the Owner.

**6.0** **SITE VISIT**

6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof,

and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

- 6.3 The Bidder shall not be entitled to hold any claim against BGL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid

## **[B] – BIDDING DOCUMENTS**

### **7 CONTENTS OF BIDDING DOCUMENTS**

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":


- Section-I : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-II : Cut-out Slips
- Section-III : Instructions to Bidders [ITB]
- Section-IV : Forms & Format
- Section-V : Scope of Work
- Section-VI: Special Conditions of Contract [SCC]
- Section-VII: Schedule of Rates

\*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

### **8 CLARIFICATION OF BIDDING DOCUMENTS**

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BGL in writing or by fax or email at BGL's mailing address indicated in the BIDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. BGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BGL may respond in writing to the request for clarification. BGL's response including an explanation of the query, but without identifying the source of the query will be uploaded on BGL's tendering web site [<http://www.bglgas.com/> communicated to prospective bidders by e-mail/ fax.

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8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BIDS for address) above is liable to be considered as "no clarification / information required".

**9 AMENDMENT OF BIDDING DOCUMENTS**

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

**IC] – PREPARATION OF BIDS**

**10 LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BGL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.


**11. DOCUMENTS COMPRISING THE BID**

11.1 In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

**11.2. Envelope-I: Superscribing Techno-Commercial Un Price Bid (PART- A)**

11.2.1 Part – A: Techno-commercial / Un Priced bid and shall contain the following duly signed on each page.

- i. Covering letter.
- ii. Bidder’s General Details/information
- iii. Power of Attorney in favor of person (s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv. Bid Form as per F-3
- v. Bid security/EMD in accordance with Clause 16 of “ITB” shall be furnished in Original in the form of Banker’s Cheque /Bank Draft payable to Bhagyanagar Gas

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Limited at Hyderabad or Bank Guarantee as per FORM F-4. (To be separately kept in envelope-III.)

- vi. Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- vii. Details of similar work done and Specific experience during past seven years.
- viii. Annual Turnover details as called for in qualifying requirements.
- ix. Compliance to Bid Requirement/Exception Deviation Statement as per Proposal FORM F-6.
- x. Reply to Commercial Questionnaire/Agreed Terms & Conditions Section-4.
- xi. Letter of authority in original physical form in favor of any one of bidder's executive having authority to attend the un-priced & Priced bid opening on specified dates and venue as per FORM F-5(i, ii).
- xii. Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company.
- xiii. Bidder's declaration that they are not under any liquidation, court receiver ship or similar proceedings.
- xiv. Technical details/documents as per bidding document.
- xv. Any other information/ details required as per requirement of bidding documents.
- xvi. Copy of Bidding Documents along with addendum/corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bidding Documents


**Note:** All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

**11.3. Envelope II: Super scribing "Price Bid - Not to open with Techno –Commercial Un Price Bid"-PART- B.**

The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. BGL shall not be responsible for any failure on the part of the bidder to follow the instructions. Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

PRICE BID of the Bid shall be uploaded under tab "Step 3: SOR Attachment" of .....” page in the BGL E-TENDER Portal i.e., <https://petroleum.euniwizarde.com/> and shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document and only under tab "Step 3: SOR Attachment" as per instructions provided in Annexure-I (Instructions for participating in e-Tender) of Tender Document and Ready Reckoner available in Bid Document and in BGL website.

- i) Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents

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and uploaded only in “Step 3: SOR Attachment”. Submission of prices in Unpriced bid shall lead to rejection of the bid. BGL shall not be responsible for any failure on the part of the bidder to follow the instructions

- i) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- ii) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- iii) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- iv) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.
- v) The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned hereinabove.
- vi) In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.
- vii) **Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-I, Ready Reckoner for Bidders and FAQs available in Bid Documents and e- portal. Bids submitted manually shall be rejected.**  
Bid Security: Bidder to submit an undertaking letter as per the Format-3 in bid document.

**11.5.1 Envelope III - Part- C:** Super scribing “Bid Security” - shall contain Bid Security in original of requisite amount as per RFQ. Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same

in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

## **12 SCHEDULE OF RATES / BID PRICES**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes, and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5 Prices quoted by the Bidder shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt with as per clause no. 30 of ITB.



12.7 Further, the Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

**13 GST (CGST & SGST/UTGST or IGST)**

13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to the Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BGL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BGL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants.

13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case BGL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case BGL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BGL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.


The base date for the purpose of applying statutory variation shall be the Bid Due Date.

- 13.5 Where the BGL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.5.1 Owner/BGL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/BGL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 13.5.2 The input tax credit of **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where the BGL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.6.1 Owner/BGL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on a pro-rata basis.
- 13.6.2 The bids will be evaluated based on total price including applicable **GST (CGST & SGST/UTGST or IGST)**.
- 13.7 BGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.  
However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where BGL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 13.8 In case BGL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where BGL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and BGL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to BGL or ITC with respect to such payments is not available to BGL for any reason which is not attributable to BGL, then BGL shall be entitled to deduct/ setoff/ recover such amounts against any amounts paid or payable by BGL to Contractor / Supplier.



- 13.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable BGL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.  
If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to BGL for any reason which is not attributable to BGL, then BGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST UTGST)** there upon together with all penalties and interest if any, against any amounts paid or payable by BGL to Supplier of Goods / Services.
- 13.10 **Anti-profiteering clause**  
As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.
- 13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / blacklisted, then the bids may be rejected by BGL. Further, in case rating of bidder is negative / blacklisted after award of work for supply of goods / services, then BGL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BGL.
- 13.12 **GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.**
- 14 **BID CURRENCIES:**  
Bidders must submit bid in Indian Rupees only.
- 15 **BID VALIDITY**
- 15.1 Bids shall be kept valid for the period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by BGL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

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**16 EARNEST MONEY DEPOSIT**

16.1 Bid must be accompanied with 'Earnest Money Deposit/ Bid Security' in the form of '**Online Banking transaction**', '**Demand Draft**' or '**Banker's Cheque**' [in favour of Bhagyanagar Gas Limited (BGL), payable at the place as defined in Bid document)] or '**Bank Guarantee**' or '**Letter of Credit**' as per the format given in bidding documents or) [in favor of Bhagyanagar Gas Limited]. Please refer Bid document for further details. Bidders shall ensure that 'Bid Security', having a validity of at least ' two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

16.2 The EMD is required to protect BGL against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.

16.3 BGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.

16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BGL as non-responsive.

16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.

16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).

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- (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
- (i) to acknowledge receipt of the “Notification of Award” / Fax of Acceptance [FOA]”,
  - (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
  - (iii) to accept ‘arithmetical corrections’ as per provision of clause 30 of ITB.
- 16.8 In case EMD is in the form of ‘Bank Guarantee’ or ‘Letter of Credit’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation later.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/ Dealers/ Distributors/ Stockiest/ Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.
- 17 PRE-BID MEETING:**
- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at the address specified in IFB. It is expected that the bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3 Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be uploaded on BGL e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary because of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.
- 18 FORMAT AND SIGNING OF BID**
- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

**19 ZERO DEVIATION AND REJECTION CRITERIA**


19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BGL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered, or permitted. The substance of the bid includes but is not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame, then its bid shall be evaluated based on the documents available in the bid.

19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of the Tender document.

**20 E-PAYMENT:** Payment may done through RTGS NETBANKING for release of bill amount to the vendor.

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**[D] – SUBMISSION OF BIDS**

**21 SUBMISSIONS, SEALING AND MARKING OF BIDS**

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2 In the case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at the address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.


**22 DEADLINES FOR SUBMISSION OF BIDS**

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 22.3 BGL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of BGL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on BGL’s website/ communicated to the bidders.

**23 LATE BIDS**

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, the e-tendering system of BGL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

In the case of manual tendering, bids received by BGL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

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23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

**24 MODIFICATION AND WITHDRAWAL OF BIDS**

24.1 Modification and withdrawal of bids shall be as follows: -

24.1.1 **IN CASE OF E- TENDERING: Not Applicable**

24.1.2 **IN CASE OF MANUAL BIDDING**

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by BGL prior to the deadline for submission of bid.

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of clause 11 & 22 of ITB with relevant ‘Cut-Out Slip’ duly pasted and mentioning on top of the envelope as “MODIFICATION”. In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as “WITHDRAWAL” and “Tender Document number ....”/ communication regarding withdrawal of bid with “Tender Document number :....”/ must reach concerned dealing official of BGL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/ substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder’s forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.

24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be unconditionally withdrawn.

24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidders will be put on holiday for a period of six months after following the due procedure.

**25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

BGL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for BGL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BGL shall respond quickly.

**[E] – BID OPENING AND EVALUATION**



## **26 BID OPENING**

### **26.1 *Unpriced Bid Opening :***

BGL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the bid document. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

### **26.2 *Priced Bid Opening:***

26.2.1 BGL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

## **27 CONFIDENTIALITIES**

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

## **28 CONTACTING THE EMPLOYER**

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

## **29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents.
  - (b) Has been properly signed.
  - (c) Is accompanied by the required 'Earnest Money / Bid Security';
  - (d) Is substantially responsive to the requirements of the Bidding Documents; and
  - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
  - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
  - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
    - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
    - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
  - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation, or omission.

### **30 CORRECTION OF ERRORS**

31 EVALUATION AND COMPARISON OF BIDS Bid shall be evaluated as per evaluation criteria mentioned in Section-I of bidding documents. In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

32 COMPENSATION FOR EXTENDED STAY [FOR APPLICABILITY OF THIS CLAUSE REFER bid document]:- 32.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles,



- equipment etc. at site of work. 32.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.
- 33 PURCHASE PREFERENCE Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.
- [F] – AWARD OF CONTRACT
- 34 AWARD Subject to "ITB: Clause-29", BGL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.
- 35 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE 35.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BGL either by Fax / E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on BGL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BGL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 35.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37". Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security/ Security Deposit', pursuant to "ITB: Clause-38", BGL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"
- 36 SIGNING OF AGREEMENT
- 36.1 BGL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BGL. 36.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in bid document only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.
- 37 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT 37.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BGL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's



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Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST). 37.2 The contract performance security shall be for an amount equal to specified in bid document towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of GST (CGST & SGST/UTGST or IGST) to be reimbursed by the Owner. Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in bid document.

37.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

37.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS. 37.5 Further, the bidder can submit CPBG online through issuing bank to BGL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by BGL. "In addition to existing specified form (i.e.Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/ Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Guarantee, the successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc.

For this purpose, the details of Bhagyanagar Gas Limited Bank Account is as under:

Account Holder's Name: M/S Bhagyanagar Gas Ltd

Account Number: 000805017218

IFSC Code: ICIC0000008

Other details: Khairatabad, Hyderabad

While remitting, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/LOA/PO no. \_\_\_\_\_ (Contractor/ vendor to specify the FOA/LOA/PO no.)" under remarks column of respective bank portal. The contractor/ vendor shall be required to submit the successful transaction details to the concerned C&P officer(s) immediately and necessarily within 30 days from the date of Fax of Acceptance. "CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of CPBG/Security Deposit submitted by the Supplier/ contractor/ Service Provider

38 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/  
COERCIVE PRACTICES

- 38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 38.2 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in BGL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Bhagyanagar Gas Limited (BGL) to such Vendors/ Suppliers / Contractors/Bidders/ Consultants. The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Bhagyanagar Gas Limited (BGL), such decision of Bhagyanagar Gas Limited (BGL) shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.
- 39 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES 39.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India proclaiming the Public Procurement Policy on procurement of goods, works and services from Micro and Small Enterprises (MSEs) i) Issue of tender document to MSEs free of cost. ii) Exemption to MSEs from payment of EMD/Bid Security. iii) In Tender Document participating Micro and Small Enterprises quoting price within the price band of 'L1 + 15%' shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such MSE(s), the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women. Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above. In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.
- 39.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST. b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit c) In case of private Limited Companies, at least

- 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- 39.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following : a. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012
- 39.4 If against an order placed by BGL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill. 39.5 The benefit of policy are not extended to the traders/ dealers/ Distributors/ Stockiest/ Wholesalers.
- 40 AHR ITEMS: In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates: I) Rates as per SOR, quoted by the Contractor/Bidder. II) Rate of the item, which shall be derived as follows: a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses). b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.
- 41 VENDOR PERFORMANCE EVALUATION Shall be as stipulated Annexure II to ITB herewith. 42 INCOME TAX & CORPORATE TAX 42.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time. 42.2 Corporate Tax liability, if any, shall be to the contractor's account. 42.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.
- 42.4 MENTIONING OF PAN NO. IN INVOICE/BILL  
As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction. Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As

- provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction. Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement
43. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
- 44 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC) 44.1 Bhagyanagar Gas Limited (BGL) has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010. 44.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules. 44.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party(ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/ issue(s) to enable the other Party(ies) to be fully informed as to the nature of the dispute(s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 44.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings. 44.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly. 44.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the



- Indian Arbitration and Conciliation Act, 1996 and Bhagyanagar Gas Limited (BGL) Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.
- 44.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally. 44.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.
45. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS: Not Applicable. 46. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections. 47. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS: Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document. However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.
48. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes. In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BGL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor’s invoice, to avoid delay in delivery/collection of material.” In case any financial implication arises on BGL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. BGL shall be entitled to deduct / setoff /recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by BGL in future to the Supplier/Contractor under this contract or under any other contract.
49. ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) WHICH HOLDS MORE THAN FIFTY PERCENT OF THE PAID-UP SHARE CAPITAL OF THE BIDDER COMPANY OR VICE VERSA:

Offers of those bidders (not under Consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in BEC and are quoting based on the experience of foreign based another company (supporting company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa. However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other agreement like technical collaboration agreement. In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure your commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following agreement/ guarantees/ undertakings along with the techno-commercial bid. i) An agreement (as per format enclosed at format F-22) between the bidder and the supporting company. ii) Guarantee (as per format enclosed at format F-23) by the supporting company to BGL for fulfilling the obligation under the Agreement. iii) Undertaking by supporting company to provide a performance bank guarantee (as per format and instructions enclosed at format F-24) equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder. In case where foreign based supporting company does not have permanent establishment in India as per Indian Income Tax Act, the bidding company can furnish performance bank guarantee for an amount, which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India. iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by BGL due to non-performance of the bidding company.

Note: In case supporting company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.

- ANNEXURE-I to ITB: PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
- ANNEXURE-II to ITB: VENDOR PERFORMANCE EVALUATION PROCEDURE



BHAGYANAGAR GAS  
LIMITED

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**SECTION - 4**

**PROPOSAL FORMS & FORMATS**





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**FORM F-1**

**BIDDER'S GENERAL INFORMATION**

To  
**Bhagyanagar Gas Limited**  
Parisrama Bhavan  
APIDC Building, Basheer Bagh  
Hyderabad – 500 004

- 1-1 Bidder Name : .....
- 1-2 Number of Years in Operation : .....
- 1-3 Address of Registered Office : .....
- City..... District.....
- State..... PIN/ZIP.....
- 1-4 Operation Address : .....
- if different from above: .....
- City..... District.....
- State..... PIN/ZIP.....
- 1-5 Telephone Number : .....
- (Country Code) (Area Code) (Telephone Number)
- 1-6 E-mail address: : .....
- 1-7 Website: : .....
- 1-8 Fax Number: : .....
- (Country Code) (Area Code) (Telephone Number)
- 1-9 ISO Certification, if any {If yes, please furnish details}
- 1-10 Bid Currency : .....
- 1-11 Port of shipment : .....
- 1-12 Whether Supplier / Manufacturer : .....
- Dealer/Trader/Contractor
- 1-13 Type of Material Supplies : .....
- 1-14 Banker's Name : .....
- 1-15 Branch : .....
- 1-16 Branch Code : .....
- 1-17 Bank account number : .....



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**ONLY FOR INDIAN BIDDERS**

- 1-18 GST No. : .....
- 1-19 PAN No. : .....
- 1-20 SSI or MSME No : .....
- 1-21 Type of Entity : Corporate/ Non-Corporate (As per  
CGST/SGST/UTGST Act). (In case of Non-  
Corporate Entity, bidder will submit  
documentary evidence for same).

(SIGNATURE OF BIDDER WITH SEAL)



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**FORM F-2**

**POWER OF ATTORNEY  
(to be submitted on the letter-head of company)**

To,  
Manager (C&P)  
BGL  
Hyd (India)

**SUBJECT: Tender name with REF. NO**

“The undersigned \_\_\_\_\_ (Name of LEGAL PERSON with designation i.e. CEO/ C&MD/ Director/ Company Secretary/ any other authorized person) is lawfully authorized to represent and act on behalf of the company M/s. \_\_\_\_\_ (Name of bidder) whose registered address is \_\_\_\_\_ and does hereby appoint Mr./Ms. \_\_\_\_\_ (name of authorized person signing the bid document) \_\_\_\_\_ (Designation) of M/s \_\_\_\_\_ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both digitally and manually), conduct negotiation, sign contracts and execute all the necessary matter related thereto, in the name and on behalf of the company in connection with the tender no. \_\_\_\_\_ for \_\_\_\_\_.

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s \_\_\_\_\_ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person herein shall not be invalid because of such withdrawal.

**SIGNATURE OF THE LEGAL/Authorised PERSON**

\_\_\_\_\_  
(Name of person with Company seal)

**SIGNATURE OF THE AUTHORIZED PERSON/(S) WHO WILL SIGN BID**

\_\_\_\_\_  
(Name of person)  
E-mail id: .....  
Digital token no. used for uploading the bid: .....



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**FORM F-3**

**BID FORM**

To  
Bhagyanagar Gas Limited  
Parisrama Bhavan  
TSIDC Building, Basheer Bagh  
Hyderabad – 500 004

Dear Sir,

Having examined the Bid document the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide supply / works / services in conformity with the terms and conditions of bid document.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein.

We agree to abide by this bid for a period of 03 (Three) months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated ..... Day of ..... 2020.

Signature of Authorized Signatory

Name: .....

Date:

Designation

Place:

Seal:



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**FORM F-4**

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/  
BID SECURITY**

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To  
Bhagyanagar Gas Limited  
Parisrama Bhavan  
TSIDC Building, Basheer Bagh  
Hyderabad – 500 004  
Dear Sir(s),

In accordance with Invitation for Bid under your reference No.....  
M/s..... having their Registered / Head Office at  
..... (hereinafter called the Tenderer) wish to participate in the said  
bidding for .....

As an irrevocable Bank Guarantee against Earnest Money for the amount of..... is  
required to be submitted by the Bidder as a condition precedent for participation in the said  
bidding which amount is liable to be forfeited on the happening of any contingencies mentioned  
in the Bidding Document.

We, the .....Bank at.....  
having our Head Office .....


(Local Address) guarantee and undertake to pay immediately on demand without any recourse to  
the bidder by Bhagyanagar Gas Limited, the amount.....without any  
reservation, protest, demur and recourse. Any such demand made by BGL, shall be conclusive  
and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto ..... [this date should be  
6 months after the date finally set out for closing of bidding]. If any further extension of this  
guarantee is required, the same shall be extended to such required period on receiving  
instructions from M/s.....whose behalf this  
guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this  
\_\_\_\_\_ day of \_\_\_\_\_ 2020 at \_\_\_\_\_.

WITNESS:  
(SIGNATURE)  
(NAME)  
Designation with Bank Stamp  
(OFFICIAL ADDRESS)

(SIGNATURE)  
(NAME)  
Attorney as per

 <p>BHAGYANAGAR GAS LIMITED</p>	<p><b>Tender for Group Medical Insurance coverage - Family Floater Policy for BGL Employees &amp; Dependents at Hyderabad, Vijayawada and Kakinada.</b></p> <p><b>Bid Document No. BGL/611/2024-25</b></p>	<p>VOLUME I of II</p>
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Power of Attorney No.....

Date:.....

**INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB under intimation to Consultant.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. from where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with a documentary evidence under intimation to Consultant.



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**FORM F-5 (i)**

**LETTER OF AUTHORITY**

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING THE UN-PRICE  
BID OPENING AND PRICE BID OPENING**

No.

Date:

Bhagyanagar Gas Limited  
Parisrama Bhavan  
TSIDC Building, Basheer Bagh  
Hyderabad – 500 004

Dear Sir,

We \_\_\_\_\_ hereby authorize following representative(s)  
to attend un-priced bid opening and price bid opening and for any other correspondence and  
communication against above Bidding Document:

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorized  
representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

***Note: This letter of authority should be on the letterhead of the bidder and should be signed  
by a person competent and having the power of attorney to bind the bidder.***

***Not more than two persons are permitted to attend techno –commercial un-priced and  
price bid opening.***



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**FORM F-5(ii)**

**LETTER OF AUTHORITY**

**PROFORMA of Letter of Authority for Bid  
Negotiations and Signing the Agreement**

No.

Date:

**Bhagyanagar Gas Limited (BGL)**  
Parishram Bhavan,  
TSIDC Building,  
Basheer Bagh,  
Hyderabad – 500 004

Attn:

Sub: Tender No.

Dear Sirs,

We.....do hereby confirm that (name and address) of  
Mr. Messers (name and address) is/are authorised to represent us for bid negotiations and to  
conclude the Agreement on our behalf with you against your above cited tender  
for.....

We confirm that we shall be bound by all and whatsoever our representatives shall commit.

Yours faithfully

Signature

Signature of Mr.  
Is attested

Name and Designation  
for & on behalf of BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a  
person competent and having the power of attorney (power of attorney shall be annexed) to bind  
the bidder.





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**FORM F-6**

**EXCEPTION AND DEVIATION STATEMENT**

NAME OF WORK :

BID DOCUMENT NO. :

Bidder may stipulate exceptions and deviations to Bid Document, if considered unavoidable as per the following format:

SL. NO.	CLAUSE NO.	PAGE NO. OF TENDER DOCUMENT	DEVIATION	REASONS FOR DEVIATION

Any exceptions/deviations brought out by us elsewhere in our Offer shall not be considered as valid and should be ignored by the Owner / Consultant.

NAME OF BIDDER:.....

SIGNATURE OF BIDDER:.....  
& SEAL

Note 1: Bidder is advised not to stipulated deviation to Bid Document until & unless it becomes unavailable. Deviation may lead to rejection of bid and stipulation on 'Bid Rejection Criteria' given in 'Instruction to Bidder' of bid document should be read carefully.

Note 2: All Techno-Commercial exceptions/deviations taken by Tenderer to the stipulations of the Tender Document shall be brought out here (and not in the other parts of offer Document or price offer).

Note 3: Even in case of "No Deviation" this format is to be filled in a 'No Deviation' & submitted along with the offer.



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**FORM F-7**

**DECLARATION**

Bhagyanagar Gas Limited  
Parisrama Bhavan  
TSIDC Building, Basheer Bagh  
Hyderabad – 500 004

Dear Sir(s),

1. We confirm and declare that we are not under any liquidation, court receiver ship or similar proceedings.
1. Further we confirm and declare that we have not been put on Holiday by BGL/GAIL/HPCL or not have banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertaking. If you have been banned delisted then this fact must be clearly stated.

SIGNATURE OF THE BIDDER:.....

NAME OF THE BIDDER:.....